

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUMMONS FOR JUDGEMENT NO. 188 OF 2004
IN
SUMMARY SUIT NO. 3238 OF 2001

Nevil Salil Shah .. Plaintiff
versus
M/s.P. Rambhai & Co. .. Defendant

...

Ms.S.I. Shah for the plaintiff.

Ms.Kavita Shah for the defendant.

CORAM : D.G. KARNIK, J.

DATED : 7th March 2005.

P.C.:

1. Heard the learned counsel for the parties.
2. The plaintiff has filed this suit for recovery of the loan of Rs.75,000/- allegedly advanced to the defendant. In the initial reply to the notice of demand itself, the defendant had denied that it had taken any loan and had stated that he did not even

knew the plaintiff.

3. In the affidavit in reply, the defendant has denied having taken any loan from the plaintiff and has denied his signature on the alleged receipt (Exhibit-A to the plaint). In view of the total denial of the transaction and denial of even a signature on the receipt, the plaintiff would be required to prove at trial that the loan was advanced and the signature on the receipt is that of the defendant. The defence of the defendant cannot be said to be a defence of no substance.

4. In the circumstances, the defendant is granted unconditional leave to defend the suit. The suit shall stand transferred to the list of commercial causes. The defendant shall file written statement within a period of one month.

D.G. KARNIK, J